

LAWYERS



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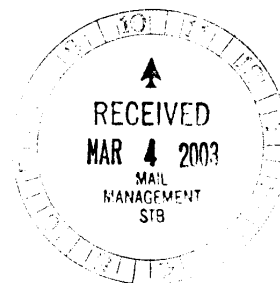
March 3, 2003

RECORDATION NO. 23921-E FILED

MAR 04 '03

12:59 PM

SURFACE TRANSPORTATION BOARD



### VIA COURIER

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
1925 K Street, NW  
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Assignment of Lease Agreement, a secondary document, dated as of February 28, 2003. The primary document to which this is connected is recorded under Recordation No. 23921-D.

The names and addresses of the parties to the Memorandum of Assignment of Lease Agreement are:

#### Assignor:

Key Equipment Finance, a Division of  
Key Corporate Capital, Inc.  
66 South Pearl Street, 7<sup>th</sup> Floor  
Albany, NY 12207

#### Assignee:

PNC Leasing, LLC  
Two PNC Plaza, 13<sup>th</sup> Floor  
620 Liberty Avenue  
Pittsburgh, PA 15222

SEA 1329162v1 46569-495  
Seattle

Honorable Vernon A. Williams  
March 3, 2003  
Page 2



A description of the equipment covered by the Memorandum of Assignment of Lease Agreement consists of 55 railcars numbered EGSX951001-EGSX951055, inclusive.

A fee of \$30.00 is enclosed. Please return one of the originals to:

Richard J. Schroeder  
Davis Wright Tremaine, LLP  
1501 Fourth Avenue, Suite 2600  
Seattle, WA 98101

A short summary of the document to appear in the index follows: a Memorandum of Assignment of Lease Agreement between Key Equipment Finance, a Division of Key Corporate Capital, Inc., 66 South Pearl Street, 7th Floor, Albany, NY 12207, and PNC Leasing, LLC, Two PNC Plaza, 13<sup>th</sup> Floor, 620 Liberty Avenue, Pittsburgh, PA 15222, covering 55 railcars numbered EGSX951001-EGSX951055, inclusive.

Very truly yours,

Davis Wright Tremaine LLP

A handwritten signature in black ink, appearing to read 'R. Schroeder', is written over the printed name. The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Richard J. Schroeder

RJS:nh  
Enclosures

RECORDATION NO. 23921-F FILED

MAR 04 '03

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SURFACE TRANSPORTATION BOARD

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MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT

between

KEY EQUIPMENT FINANCE,  
A DIVISION OF KEY CORPORATE CAPITAL INC.  
("ASSIGNOR")

and

PNC LEASING, LLC

("ASSIGNEE")

FEBRUARY 28, 2003

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Filed with the Surface Transportation Board pursuant to  
49 U.S.C. §11301 on \_\_\_\_\_, 2003, at \_\_\_\_ a.m./p.m.  
Recordation Number \_\_\_\_

## MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT is made and entered into as of February 28, 2003, by and between KEY EQUIPMENT FINANCE, a Division of Key Corporate Capital Inc. ("Assignor") and PNC LEASING, LLC ("Assignee").

1. Assignor and Entergy Gulf States, Inc. ("Lessee") have heretofore entered into that certain Memorandum of Lease Agreement dated as of January 29, 2003 (the "Memorandum of Lease Agreement") pertaining to the railcars described therein (the "Railcars") leased pursuant to that certain Master Equipment Lease Agreement dated as of March 29, 2002 ("Master Lease"), and Equipment Schedule No. 04 thereto dated January 29, 2003 ("Equipment Schedule No. 04").

2. The Memorandum of Lease Agreement was filed and recorded as Recordation No. 23921-D with the Surface Transportation Board pursuant to 49 U.S.C. 11301 and 49 CFR 1177 on January 31, 2003, at 11:45 a.m.

3. Assignor has assigned to Assignee all right, title and interest of Assignor in and to the Railcars and in and to Equipment Schedule No. 04.

4. Assignor and Assignee desire to confirm of record the assignment to Assignee of the rights of Assignor under Equipment Schedule No. 04.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby confirm and agree that Assignor has assigned to Assignee all right, title and interest of Assignor in, to and under Equipment Schedule No. 04 and the 55 railcars numbered EGSX951001 through EGSX951055, inclusive, leased thereunder, and Assignee has accepted such assignment.


This Memorandum of Assignment of Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but altogether only one Memorandum of Assignment of Lease Agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Assignment of Lease Agreement to be executed as of the date first above written.

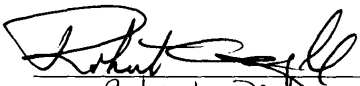
ASSIGNOR:

KEY EQUIPMENT FINANCE, a Division of Key  
Corporate Capital Inc.

By   
Name: EMILIO C DAVIS  
Title: Vice President

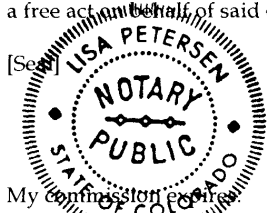
ASSIGNEE:

PNC LEASING, LLC

By   
Name: Robert Doyle  
Title: Vice President

STATE OF Colorado  
~~NEW YORK~~ )  
Boulder ) ss.  
COUNTY OF ~~ALBANY~~

On this 27 day of February, 2003, before me appeared DANAD C. DAVIS the person who signed this instrument, who acknowledged that (s) he is the Vice President of KEY EQUIPMENT FINANCE, a Division of Key Corporate Capital Inc., and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



Lisa Petersen  
Notary Public

My commission expires:  
January 2006

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF ALLEGHENY )

On this 28th day of February, 2003, before me appeared Robert Dayle the person who signed this instrument, who acknowledged that (s) he is the Vice President of PNC LEASING, LLC, and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said company.

[Seal]

Jennifer A. Pitzer  
Notary Public

My commission expires:

August 16, 2004

